

**EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET**

**PROJECT TITLE:**

Amendment No. 2 to the  
Professional Services  
Agreement with AMEC USA  
Holdings, Inc. for  
on-call Environmental work

<u>          </u>	Consent
<u>      X      </u>	Action
<u>          </u>	First Reading
<u>          </u>	Second Reading
<u>          </u>	Third Reading
<u>          </u>	Public Hearing

COUNCIL BILL #	<u>                                </u>
Originating Department	<u>Utilities</u>
Contact Person	<u>Paul B. Crane</u>
Phone Number	<u>425-257-8949</u>
FOR AGENDA OF	<u>January 18, 2017</u>

Initialed by:  
Department Head  
CAA  
Council President

                                  
                                  
                                  
                                

<b><u>Location</u></b>	<b><u>Preceding Action</u></b>	<b><u>Attachments</u></b>	<b><u>Department(s) Approval</u></b>
	Professional Services Agreement	Amendment No. 2, 2016 Rate Sheet, Insurance	Legal, Utilities

Amount Budgeted	\$150,000.00	
Expenditure Required	\$0	Account Number(s):401-5-600-109-923-410
Budget Remaining	\$150,000.00	
Additional Required	\$0	

**DETAILED SUMMARY STATEMENT:**

AMEC USA Holdings, Inc. will provide on-call support for environmental work including biological assessments, biological evaluations, wetland delineations, related environmental work including cultural assessments in support of environmental permitting and emergency action plans for the Public Works Department. Amendment No. 2 extends the completion date to December 31, 2018 at no additional cost.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with AMEC USA Holdings, Inc. for on-call environmental work to extend the completion date to December 31, 2018, at no additional cost.

**AMENDMENT NO. 2**  
**PROFESSIONAL SERVICES**  
**AGREEMENT BETWEEN**  
**THE CITY OF**  
**EVERETT AND**  
**AMEC ENVIRONMENT & INFRASTRUCTURE, INC.**

WHEREAS, AMEC Environment & Infrastructure, Inc. entered into the professional services agreement dated August 20, 2013 with the City, to perform professional on-call environmental, and other consulting services; and

WHEREAS, AMEC Environment & Infrastructure, Inc. changed its name to Amec Foster Wheeler Environment & Infrastructure, Inc., effective January 1, 2015; and,

WHEREAS, Amec Foster Wheeler Environment & Infrastructure, Inc. completed the work to-date and further efforts are expected relating to on-call environmental services, and the City requests further assistance from Amec Foster Wheeler Environment & Infrastructure for this work; and

WHEREAS, the Agreement currently states that the Agreement shall be completed as of December 31, 2014; and

WHEREAS, the City and Amec Foster Wheeler Environment & Infrastructure, Inc. agree to amend the Agreement to extend the time for completion from December 31, 2016 to December 31, 2018; and

NOW THEREFORE, the City and Amec Foster Wheeler & Infrastructure Inc. agree to amend and modify the Agreement as follows:

- A. Paragraph 3 of the Agreement is amended to read as follows:
  - 3. Time of Beginning and Completion of Performance. This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2018.
- B. Regardless of the dates on which this Amendment No. 2 is signed by the parties, the parties agree that the Agreement did not expire on December 31, 2016. The parties agree that the Agreement has been continuously in effect since August 20, 2013.
- C. The Service Provider shall be paid such amounts and in such manner as described in the attached revised Exhibits Band C.
- D. All terms, conditions and provisions of the Agreement remain in full force and effect except as expressly modified by this Amendment

**CITY OF EVERETT  
WASHINGTON**

**Amec Foster Wheeler  
Environment & Infrastructure, Inc.**  
11810 North Creek Parkway North  
Bothell, Washington 98011

By: \_\_\_\_\_  
Ray Stephanson, Mayor

By: Tad W. Schwager  
TAD W. SCHWAGER, PROJECT MANAGER

\_\_\_\_\_  
Date

12/21/16  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Fuller, City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Iles, City Attorney  
Date: \_\_\_\_\_

**2016 Rate Sheet for  
City of Everett Professional Services Agreement  
Amec Foster Wheeler, Bothell WA**

<b>Categories</b>	<b>Hourly Rate</b>
Principal	\$250
Sr. Associate	\$165
Jr. Associate	\$150
Sr. Professional	\$140
Jr. Professional	\$115
Project Manager	\$140
Sr. Fisheries Biologist	\$140
Jr. Fisheries Biologist	\$115
Sr. Wetland Scientist	\$140
Jr. Wetland Scientist	\$115
Sr. Wildlife Biologist	\$140
Jr. Wildlife Biologist	\$115
Sr. Landscape Architect	\$160
Jr. Landscape Architect	\$115
Sr. Cultural Resource	\$165
Jr. Cultural Resource	\$100
Sr. Geotechnical Engineer	\$250
Jr. Geotechnical Engineer	\$150
Sr. Stormwater Engineer	\$160
Jr. Stormwater Engineer	\$120
Technician	\$100
GIS/CAD Specialist	\$120
Editor	\$110
Administrative	\$75
Travel Expenses	Cost plus 15%
Direct Expenses	Cost plus 15%
Subcontract Expenses	Cost plus 15%



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Construction Risk Partners, LLC  Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Amec Foster Wheeler Environment & Infrastructure, Inc.  11810 North Creek Parkway N Bothell, WA 98011		<b>INSURER(S) AFFORDING COVERAGE</b>  <b>INSURER A:</b> ACE AMER INS CO <b>INSURER B:</b> ZURICH AMER INS CO <b>INSURER C:</b> AMERICAN ZURICH INS CO <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22667 16535 40142	

## COVERAGES

CERTIFICATE NUMBER: 48681777

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HDO G24557728	05/01/16	05/01/17	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$1,000X <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Coll \$1,000			BAP 9483148-05	05/01/16	05/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3504866-15 WC 3867133-09	05/01/16 05/01/16	05/01/17 05/01/17	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Architects & Engineers Prof.			IPR 1008375-01	05/01/16	05/01/17	Any One Claim/Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Misc. Natural Resources, Enviro, and Geotech, City of Everett Job No. 15705.

The City of Everett Public Works, its officers, employees and agents are additional insured on the General Liability and Automobile Liability policies as required by written contract. Coverage is primary and non-contributory where required by written contract. 30 days notice of cancellation applies per policy provisions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Everett Public Works  3200 Cedar Street  Everett, WA 98201  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  William R. Harrison
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** AMEC USA HOLDINGS, INC.

**Endorsement Effective Date:** 05/01/16

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** — Covered Autos Coverages of the Auto Dealers Coverage Form.

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by Insured Contract executed prior to a loss	All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Insurance Program for which the named insured is an enrolled participant.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
All parties where required by Insured Contract executed prior to a loss	All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Project Specific Insurance Program for which the named insured is an enrolled participant.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.